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Attorneys for Plaintiff Gor Gevorkyan

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Gor Gevorkyan on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

Bitmain, Inc., Bitmain Technologies, Ltd.
and DOES 1 to 10,

Defendants.

Case Number: 3:18-cv-07004-JD

**DECLARATION OF PLAINTIFF GOR
GEVORKYAN IN SUPPORT OF
MEMORANDUM IN OPPOSITION TO
BITMAIN TECHNOLOGIES, LTD.'S
MOTION TO DISMISS**

Date: December 19, 2019
Time: 10:00 a.m.
Judge: Hon. Judge James Donato

DECLARATION OF GOR GEVORYKAN

I, GOR GEVORKYAN, declare as follows:

1. I am the named Plaintiff in the above-entitled matter. I make this declaration in support of Plaintiff's Memorandum in Opposition to Bitmain Technologies, Ltd.'s ("Bitmain") Motion to Dismiss. If called as a witness, I could and would testify competently to the following facts, all of which are within my own personal knowledge.

2. I am, and at all times relevant to this action, have been a citizen of Burbank, California.

3. Between approximately November 2016 and March 2018, on several separate occasions, I purchased a total of approximately 50 mining devices through Bitmain's website, <https://www.bitmain.com/>.

4. In or about November 2016, I also purchased approximately 26 mining devices from a third party – Segree Digital Technology Co., Limited, d/b/a <http://www.bit-winkor.com/>.

5. I made the purchases of all of the mining devices from Burbank, California.

6. Approximately, three months after I placed each order directly with Bitmain, the devices were delivered to me in Burbank. On each occasion, the devices arrived in poor condition. Specifically, the devices looked worn out and had dust all over them, along with some dents and scrapes.

7. Once the devices arrived, I began to set up several of them to mine cryptocurrency at four different locations, all within California: Burbank; South Gate; Los Angeles; and, Santa Fe Springs.

8. After I plugged the machines in and connected them to the internet, they immediately started using my electricity that I purchased from local power companies, including Burbank Water and Power, the Los Angeles Department of Water and Power, and Southern California Edison.

9. The devices also used my internet service which I paid for through Charter Communications.

1 10. During the setup process of these devices, I eventually discovered that they were
2 preconfigured to mine cryptocurrency for Bitmain. After a lengthy process of logging in to the
3 mining machine to configure it with my specification, I observed that Bitmain had already
4 preconfigured the machine with its own specification and the machine was operating at full
5 power and capacity mining cryptocurrency and sending it to Bitmain's own account.

6 11. During the time between when I powered up the devices until I was able to
7 discover, and reconfigure, Bitmain's preconfigured settings, the devices consumed a high level
8 of power and required me to expend significant monetary resources on electricity costs.

9 12. Some of the devices did not work properly because they had been previously
10 used.

11 13. I visited Bitmain's website and found a customer service phone number, which I
12 recognized as a standard United States phone number because it had ten digits, including a three
13 digit area code and a seven digit number. I called that phone number and spoke with Bitmain's
14 customer service about the defective devices, and they informed me to keep the devices running
15 for a few days in order to determine if the devices were actually defective. During this entire
16 time, the devices continued to use my electricity and internet but were mining cryptocurrency for
17 Bitmain and not for me.

18 14. Based on: 1) the obviously used condition of these devices when they were
19 delivered to me; 2) the long delays between placing my orders and the deliveries of the devices;
20 and, 3) the fact that the devices were preconfigured to deliver cryptocurrency to Bitmain at my
21 expense, I believe that Bitmain was using my devices to actively mine cryptocurrency for itself
22 before it delivered the devices to me and kept mining cryptocurrency even after the delivery
23 until I was able to change the configuration in the device.

24 15. I did not, and do not, consent to any terms of service with Bitmain requiring me
25 to: 1) be bound by Hong Kong Law; 2) arbitrate my claims in Hong Kong; or, 3) submit to
26 jurisdiction in Hong Kong.

27 16. I have never been to Hong Kong and I do not have any connection to Hong Kong.
28

1 17. I understand that Bitmain's United States customer service personnel and its
2 United States repair center are located in California.

3 18. It would be an extraordinary hardship for me if I were required to litigate my
4 claims in Hong Kong because locating and retaining counsel well versed in Chinese law, and
5 incurring the significant cost and time attendant to traveling to and from Hong Kong would be
6 unduly burdensome for me.

7 I declare under penalty of perjury under the laws of the United States and the State of
8 California that the foregoing is true and correct, and that this Declaration was executed on this
9 23rd day of October 2019, at Burbank, CA.

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12 **GOR GEVORKYAN**